

**DANNA L. WATKINS,  
A SINGLE PERSON  
GRANTOR**

TO

**CHARLES J. DAVIS  
A SINGLE PERSON  
GRANTEE**

**WARRANTY  
DEED**

2/18/05 10:40:54  
BK 492 PG 771  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **DANNA L. WATKINS, A SINGLE PERSON**, does hereby sell, convey, and warrant unto **CHARLES J. DAVIS, A SINGLE PERSON**, the following described property situated in the County of DeSoto, State of Mississippi, together with all improvements and appurtenances thereon more particularly described as follows:

Lot 1133, Section F, Greenbrook Subdivision, located in Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Book 9, Pages 46-49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi and further subject to all applicable building restrictions and covenants of record; in the Chancery Court Clerk of Desoto County, Mississippi.

The above described lot is conveyed subject to the restrictive covenants shown on the recorded plat of subdivision and is further subject to the following covenants, limitation and restrictions which are to run with the land in the same manner and for the same time as the restrictions on the recorded plat of said subdivision.

1. Each owner, corporate or otherwise, of any interest in the above described lot, shall be a member of Lake Greenbrook Property Owners Association, a Mississippi non-profit corporation created for the purposes of maintaining the lake, dam site and other common property around Lake Greenbrook, which membership is subject to the By Laws and other rules and regulations of the Association.
2. No inboard or outboard motorboat having in excess of six horsepower shall be allowed on the lake at any time. Each boat shall be plainly marked "LGB" next to the owners lot number in order that all boats may be identified. Any boat without a lot number will not be permitted on the lake, and the use of the lake shall be limited to the property owners and their guests.
3. No pier shall be constructed more than six feet in width and extended more than twelve feet into the lake from the shore line, except such piers as may be erected in the lake access areas by the Lake Greenbrook Property Owner's Association.
4. The property herein conveyed is subject to an assessment by the Lake Greenbrook Property Owners Association on an annual basis when same is assessed and thereafter for the same amount annually until changed by a majority of the total votes eligible to be cast by members of the association with such amounts to be used only for the maintenance of the lake, dam, dam site and other common areas. Said assessment shall be due and payable as the Board of Directors shall determine and if not so paid, shall bear interest at the rate of eight per cent per annum from due date until paid. Such assessment shall be a lien on the property so assessed and collectible by proper action at law or proceedings in Chancery for enforcement of such lien.
5. No structure except a pier shall be constructed closer than twenty-five feet from the water line of the lake.
6. No fence shall be erected more than six feet in height and closer than twenty-five feet from the water line of the lake.
7. The minimum ground floor area of one-story residences, exclusive of open porches, garages or carport, shall be 1,700 square feet and for two-story residences, a minimum ground floor area, exclusive of open porches, garages or carports, shall be 1,100 square feet.

No failure or neglect on the part of the Grantor or any member of Lake Greenbrook Property Owners Association to demand or insist upon the observance of any provisions, requirement, covenant, limitation, restriction or condition herein contained or referred to or to proceed for the restraint or violation thereof, shall be to proceed for the restraint or violation thereof, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereunder, nor shall a waiver thereof in any particular be deemed a waiver of any other default thereunder whether of the same or of a different nature but any such provision, requirement, covenant, limitation, restriction, or condition may be enforced at any time notwithstanding violations thereof may have been suffered or permitted theretofore.

Taxes for the year 2005 have been prorated between Grantors and Grantees and are to be paid on due date by Grantees.


WITNESS OUR SIGNATURE, this the 11<sup>H</sup> day of February, 2005.

  
DANNA L. WATKINS

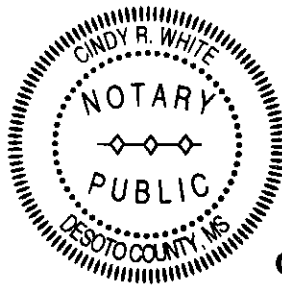
STATE OF MISSISSIPPI:  
COUNTY OF DESOTO;

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, within named: **DANNA L. WATKINS**, who acknowledged that she signed and delivered the above and foregoing Deed on the day and year therein mentioned, as her free act and deed, and for the purposes therein expressed.

GIVEN Under my hand and seal of office, this the 11<sup>th</sup> day of February, 2005.

  
NOTARY PUBLIC

My Commission Expires:  
NOTARY PUBLIC STATE OF MISSISSIPPI AS AGENCY  
MY COMMISSION EXPIRES: Aug 23, 2007  
BONDED THRU NOTARY PUBLIC STATE OF MISSISSIPPI



GRANTOR'S ADDRESS

424 Blair Dr.  
Southaven, MS 38671  
901-359-7372 901-860-2442  
HM PHONE WK PHONE

GRANTEE'S ADDRESS

1890 Town & Country  
Southaven, MS 38671  
662-393-8677 901-634-5148  
HM PHONE WK PHONE